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247 Mo. 163, 152 S. W. 598. However, past illicit cohabitation is not sufficient consideration to support a promise. *Binnington v. Wallis*, 4 B. & Ald. 650. Nor will the moral obligation arising from such be good consideration. *Eastwood v. Kenyon*, 11 A. & E. 438. But if supported by other good consideration, or under seal, such a contract is enforceable. *McGuitty v. Wilhite*, *supra*; *Brown v. Kinsey*, 81 N. C. 245. *A fortiori*, a promise made in consideration of the cessation of past illicit cohabitation is not void for illegality, there being nothing in such a promise contrary to public policy, but rather otherwise. A contract made to end these relations by marriage, as a matter of policy, should be even more favorably regarded by the law. *Hotchkiss v. Hodge*, 38 Barb. (N. Y.) 117. Clearly such a contract is valid from the point of view of consideration since both sides agree to do something they are not bound to do. It is submitted, therefore, that the court erred in concluding that the agreement was void.

**INJUNCTION — ACTS RESTRAINED — FORMER EMPLOYEE SOLICITING OLD CUSTOMERS FOR RIVAL.** — The plaintiff laundry company employed the defendant as a collector and gave him lists of certain of its customers. The defendant agreed not to solicit these customers for any other concern. Later he left the plaintiff's employ and began to canvas the same customers for a rival laundry. *Held*, that the defendant will be enjoined from soliciting or receiving laundry from any of the above customers. *Empire Steam Laundry v. Lozier*, 130 Pac. 1180 (Cal.).

The court disregards the agent's contract with the plaintiff and grants the injunction on the broad ground of preventing a breach of fiduciary duty. In closely analogous cases injunctions were granted against disclosure of trade secrets, on that ground. *Morison v. Moat*, 9 Hare 241; *Peabody v. Norfolk*, 98 Mass. 452. True, some courts in these cases find an implied contract not to disclose, or argue that trade secrets are property rights which equity protects; but the first explanation is a mere fiction, and the "property right" is protected against violation by the fiduciary only. See 11 HARV. L. REV. 262. On the grounds of a fiduciary relationship, the disclosure of confidential communications by an attorney, or the use and publication of private codes by one other than the originator, have been enjoined. *Evitt v. Price*, 1 Sim. 483; *Simmons Hardware Co. v. Waibel*, 1 So. Dak. 488, 47 N. W. 814. *Contra*, *Reuter's Telegram Co. v. Byron*, 43 L. J. Ch. 661. Similarly the use of lists of customers may be enjoined. *Robb v. Green*, [1895] 2 Q. B. 1; *Stevens v. Stiles*, 29 R. I. 399, 71 Atl. 802. *Cf. Lamb v. Evans*, [1893] 1 Ch. D. 218. But the principal case not merely prohibits the use of the plaintiff's lists, but enjoins all soliciting of customers whose names appeared there. The question, however, is substantially the same whether the agent makes use of the lists themselves, or of knowledge which he has acquired from them. The test in either case should be whether the lists were given to the agent in a fiduciary capacity. This is a question to be determined from the facts of the particular case, and any breach of the duty so imposed should be restrained. *Witkop & Holmes Co. v. Boyce*, 64 Misc. (N. Y.) 374, 118 N. Y. Supp. 461; *Salomon v. Hertz*, 40 N. J. Eq. 400, 2 Atl. 379.

**INJUNCTIONS — ACTS ENJOINED — SUIT IN FOREIGN JURISDICTION.** — The plaintiff had brought an action against the defendant in New York. While this was still pending, the plaintiff brought another action against the defendant on the same cause of action in North Carolina, the defendant's domicile. The defendant seeks an injunction restraining the plaintiff from further prosecution of the New York suit, on the ground that an attachment had been wrongfully sued out in New York and that there had been no personal service on the defendant in that state. *Held*, that the injunction will not be granted. *Carpenter, Baggott & Co. v. Hanes*, 77 S. E. 1101 (N. C.).

Formerly the view prevailed that a court of equity would never enjoin the